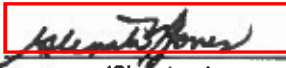


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	40 LDC01477 NA																												
ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue, SE Washington, DC 20003-3310																														
<p>THIS AMENDMENT is made and entered into between 3 Federal Center LLC</p> <p>whose address is: 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:</p>																														
<p>Current Information:</p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Annual Rent</td> <td style="width: 30%; text-align: right;">\$45,493,376.81</td> </tr> <tr> <td>Operating Cost</td> <td style="text-align: right;">(b) (4)</td> </tr> </table>			Annual Rent	\$45,493,376.81	Operating Cost	(b) (4)																								
Annual Rent	\$45,493,376.81																													
Operating Cost	(b) (4)																													
<p>A. Issued to reflect a CPI escalation, as follows:</p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 15%;">September</td> <td style="width: 15%;">2012</td> <td style="width: 30%; text-align: right;">228.184</td> </tr> <tr> <td>Corresponding Index</td> <td>September</td> <td>2013</td> <td style="text-align: right;">230.537</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Annual Increase in Operating Cost</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Annual Increase in Operating Cost Due Lessor</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> </table>			Base (CPI-W-U.S. City Avg)	September	2012	228.184	Corresponding Index	September	2013	230.537	Base Operating Cost Per Lease			(b) (4)	% Increase in CPI-W			(b) (4)	Annual Increase in Operating Cost			(b) (4)	Less Previous Escalation Paid			\$0.00	Annual Increase in Operating Cost Due Lessor			(b) (4)
Base (CPI-W-U.S. City Avg)	September	2012	228.184																											
Corresponding Index	September	2013	230.537																											
Base Operating Cost Per Lease			(b) (4)																											
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Less Previous Escalation Paid			\$0.00																											
Annual Increase in Operating Cost Due Lessor			(b) (4)																											
<p>New Information</p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Annual Rent</td> <td style="width: 30%; text-align: right;">\$45,564,774.81</td> </tr> <tr> <td>Operating Cost</td> <td style="text-align: right;">(b) (4)</td> </tr> </table>			Annual Rent	\$45,564,774.81	Operating Cost	(b) (4)																								
Annual Rent	\$45,564,774.81																													
Operating Cost	(b) (4)																													
<p>B. The annual rent shall increase by</p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Effective</td> <td style="width: 30%; text-align: right;">\$71,398.00</td> </tr> <tr> <td>New Annual Rent</td> <td style="text-align: right;">October 20, 2013</td> </tr> <tr> <td>Monthly Rent, in arrears</td> <td style="text-align: right;">\$45,564,774.81</td> </tr> <tr> <td></td> <td style="text-align: right;">\$3,797,064.57</td> </tr> </table>			Effective	\$71,398.00	New Annual Rent	October 20, 2013	Monthly Rent, in arrears	\$45,564,774.81		\$3,797,064.57																				
Effective	\$71,398.00																													
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<p>This Lease Amendment contains one page.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the below date.</p>																														
<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: (b) (6)</p> <p>Name: <u>Glenita W. Jones</u></p> <p>Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u></p> <p>Date: <u>3/25/2014</u></p>																													
<p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>																														

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 41 TO LEASE NO. GS-11B-01477	DATE AUG 15 2013
ADDRESS OF PREMISES 1200 New Jersey Ave. 1200 New Jersey Ave. Washington, DC 20003		
THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, LLC whose address is: JBG/Federal Center, LLC c/o The JBG Companies 4445 Willard Avenue Chevy Chase, MD 20815-4641		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:		
Issued to reflect reimbursement for real estate taxes in accordance with Paragraph 2.6 of the Lease Agreement		
TAX YEAR	1ST HALF 2013	\$ 5,640,750.75
PERCENT OF GOVERNMENT OCCUPANCY		100.00%
TAX REIMBURSEMENT DUE TO LESSOR		\$ 5,640,750.75
The Lessor is entitled to a one-time payment in the amount of payable in arrears. Check shall be payable to:		\$ 5,640,750.75
JBG/Federal Center, LLC c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-4641		
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: JBG/Federal Center, LLC		
BY _____ (Signature) _____ (Title) _____		
IN THE PRESENCE OF _____ (Signature) _____ (Address) _____		
UNITED STATES OF AMERICA		
BY  (Signature)		Contracting Officer, GSA, NCR, PBS, REA (Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 41A TO LEASE NUMBER LDC01477 PDN NUMBER NA
---	--

ADDRESS OF PREMISES
 1200 New Jersey Ave
 1200 New Jersey Ave, SE
 Washington, DC 20003

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is:

JBG Federal Center LLC
 4445 Willard Avenue, Suite 400
 Chevy Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

Proposed Assessment (Tax Year 2013)	2012 Appeals	\$662,700,900.00
Assessment Results after Appeal		\$614,998,060.00
Tax Savings		\$47,702,840.00
Tax Savings times 1.85/100		\$882,502.54
Government Occupancy		100.00%
Tax Savings		\$882,502.54
Amount Due Lessor (Per Invoice)		\$61,795.53

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$61,795.53**

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: <u>(b) (6)</u></p> <p>Name: <u>Glenita W. Jones</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p style="text-align: center;">GSA, Public Buildings Service</p> <p>Date: <u>3/25/2014</u></p>
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">43</td> </tr> <tr> <td style="text-align: center;">TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LDC01477</td> </tr> <tr> <td style="text-align: center;">PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		43	TO LEASE NUMBER	LDC01477		PDN NUMBER	NA														
LEASE AMENDMENT NUMBER		43																					
TO LEASE NUMBER	LDC01477																						
PDN NUMBER	NA																						
ADDRESS OF PREMISES 1200 New Jersey Ave 1200 New Jersey Ave, SE Washington, DC 20003																							
<p>THIS AMENDMENT is made and entered into between JBG Federal Center LLC whose address is:</p> <p style="text-align: right;">JBG Federal Center LLC 4445 Willard Avenue, Suite 400 Chevy Chase, MD 20815-3690</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:</p> <p>A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Proposed Assessment (Tax Year 2012)</td> <td style="width: 20%;">2012 Appeals</td> <td style="width: 45%; text-align: right;">\$662,700,900.00</td> </tr> <tr> <td>Assessment Results after Appeal</td> <td></td> <td style="text-align: right;">\$614,998,060.00</td> </tr> <tr> <td>Tax Savings</td> <td></td> <td style="text-align: right;">\$47,702,840.00</td> </tr> <tr> <td>Tax Savings times 1.85/100</td> <td></td> <td style="text-align: right;">\$882,502.54</td> </tr> <tr> <td>Government Occupancy</td> <td></td> <td style="text-align: right;">100.00%</td> </tr> <tr> <td>Tax Savings</td> <td></td> <td style="text-align: right;">\$882,502.54</td> </tr> <tr> <td>Amount Due Lessor (Per Invoice)</td> <td></td> <td style="text-align: right;">\$61,795.53</td> </tr> </table> <p>B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of \$61,795.53.</p> <p>This Lease Amendment contains one page.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> </div> <div style="width: 45%;"> <p>FOR THE GOVERNMENT:</p> <p>Signature: (b) (6)</p> <p>Name: <u>Glenita W. Jones</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p style="text-align: center;">GSA, Public Buildings Service</p> <p>Date: <u>9/2/2014</u></p> </div> </div>			Proposed Assessment (Tax Year 2012)	2012 Appeals	\$662,700,900.00	Assessment Results after Appeal		\$614,998,060.00	Tax Savings		\$47,702,840.00	Tax Savings times 1.85/100		\$882,502.54	Government Occupancy		100.00%	Tax Savings		\$882,502.54	Amount Due Lessor (Per Invoice)		\$61,795.53
Proposed Assessment (Tax Year 2012)	2012 Appeals	\$662,700,900.00																					
Assessment Results after Appeal		\$614,998,060.00																					
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Government Occupancy		100.00%																					
Tax Savings		\$882,502.54																					
Amount Due Lessor (Per Invoice)		\$61,795.53																					

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 44	DATE
TO LEASE NO GS-11B-01477		
ADDRESS OF PREMISES 1200 New Jersey Avenue, SE Washington, DC 20003		
<p>THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, L.L.C. whose address is</p> <p style="margin-left: 40px;"> JBG/Federal Center, L.L.C. c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-4641 </p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>This Supplemental Lease Agreement (SLA) is issued to reflect the annual rent bump effective October 20, 2013 through October 19, 2014 in accordance with the Service Agreement Base Rate and Space Lease Rate for Lease Year 7 as set forth in Article I of the lease. Effective October 20, 2013, the Government shall pay the Lessor annual rent in the amount of \$46,442,274.81 ((\$28.57 per RSF [Space Lease Rate 8] - \$28.01/RSF [Space Lease Rate Year 7] = \$0.55/RSF; \$5.05 per RSF [Service Agreement Base Rent 8] - \$4.96/RSF [Service Agreement Base Rent Year 7] = \$0.09)(\$0.65 x 1,350,000 RSF = \$877,500.00 annual increase + \$45,564,774.81 current annual rent))</p> <p>This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.</p> <p>All other terms and conditions of the lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>Lessor: JBG/Federal Center, L.L.C.</p> <p>BY: JBG/SEFC Investor, L.L.C., its sole member</p> <p>BY: JBG/Company Manager, L.L.C., its Operating Member</p> <p>BY: _____</p> <p style="text-align: center; margin-left: 100px;">(Signature)</p> <p style="text-align: center; margin-left: 550px;">(Typed Name & Title)</p> <p>IN THE PRESENCE OF (witnessed by):</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">(Signature)</p> <p style="text-align: center; margin-left: 550px;">(Address)</p>		
<p>UNITED STATES OF AMERICA:</p> <p style="text-align: center; margin-left: 100px;"> (b) (6) </p> <p>BY _____</p> <p style="text-align: right; margin-right: 100px;"> Contracting Officer, GSA, NCR, REAG (Official Title) </p>		

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	45 LDC01477 NA
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ADDRESS OF PREMISES
1200 New Jersey Avenue
1200 New Jersey Avenue
Washington, DC 20003-3310

THIS AMENDMENT is made and entered into between **JBG Federal Center, LLC**
whose address is:
JBG Federal Center, LLC
4445 Willard Ave, Suite 400
Chevy Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows;

Proposed Assessment (Tax Year 2012)	\$637,702,980.00
Assessment Results after Appeal	\$611,235,440.00
Tax Savings	\$26,467,540.00
Tax Savings times 1.85/100	\$480,849.49
Government Occupancy	100.00%
Tax Savings	\$480,849.49
Amount Due Lessor (7.5% Contingency Fee on Tax Savings; Capped	\$20,000.00

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$20,000.00**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE GOVERNMENT:

Signature: **(b) (6)** _____

Name: Glenita W. Jones

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: MAY 27 2014

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">LEASE AMENDMENT NUMBER</td> <td style="width: 50%; text-align: center;">46</td> </tr> <tr> <td>TO LEASE NUMBER</td> <td style="text-align: center;">LDC01477</td> </tr> <tr> <td>PDN NUMBER</td> <td style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER	46	TO LEASE NUMBER	LDC01477	PDN NUMBER	NA
LEASE AMENDMENT NUMBER	46						
TO LEASE NUMBER	LDC01477						
PDN NUMBER	NA						

ADDRESS OF PREMISES
 1200 New Jersey Avenue
 1200 New Jersey Avenue SE
 Washington, DC 20003-3310

THIS AMENDMENT is made and entered into between **JBG Federal Center, LLC**
 whose address is:

JBG Federal Center, LLC
 4445 Willard Avenue, Suite 400
 Chevy Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	1st Half 2014	\$5,884,698.72
DECREASE		\$5,884,698.72
Government Share		100.00%
Amount Due for Current Year		\$5,884,698.72

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$5,884,698.72**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: Signature: (b) (6) Name: <u>Glenita W. Jones</u> Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u> Date: <u>MAY 27 2014</u>
--	--

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">48</td> </tr> <tr> <td>TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LDC01477</td> </tr> <tr> <td>PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		48	TO LEASE NUMBER	LDC01477		PDN NUMBER	NA	
LEASE AMENDMENT NUMBER		48								
TO LEASE NUMBER	LDC01477									
PDN NUMBER	NA									

ADDRESS OF PREMISES
 1200 New Jersey Ave
 1200 New Jersey Ave, SE
 Washington, DC 20003

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is:

JBG Federal Center LLC
 4445 Willard Avenue, Suite 400
 Chevey Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	2nd Half 14	\$5,884,698.72
Government Share		100.00%
Amount Due for Current Year		\$5,884,698.72

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$5,884,698.72**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Glenita W. Jones

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 12/4/2014

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">49</td> </tr> <tr> <td style="text-align: center;">TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LDC01477</td> </tr> <tr> <td style="text-align: center;">PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		49	TO LEASE NUMBER	LDC01477		PDN NUMBER	NA	
LEASE AMENDMENT NUMBER		49								
TO LEASE NUMBER	LDC01477									
PDN NUMBER	NA									

ADDRESS OF PREMISES
 1200 New Jersey Ave
 1200 New Jersey Ave, SE
 Washington, DC 20003

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is:

JBG Federal Center LLC
 4445 Willard Avenue, Suite 400
 Chevey Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	1ST HALF 15	\$49,847.12
Government Share		100.00%
Amount Due for Current Year		\$49,847.12

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$49,847.12**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: (b) (6) _____</p> <p>Name: _____</p> <p>Title: Lease Contracting Officer GSA, Public Buildings Service</p> <p>Date: <u>January 8, 2015</u></p>
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	50 LDC01477 NA																																														
ADDRESS OF PREMISES 1200 New Jersey Avenue 1200 New Jersey Avenue, SE Washington, DC 20003-3310																																																
<p>THIS AMENDMENT is made and entered into between JBG Federal Center LLC</p> <p>whose address is: 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:</p> <p>Current Information:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Annual Rent</td> <td style="width: 20%; text-align: right;">\$46,442,274.81</td> </tr> <tr> <td>Operating Cost</td> <td style="text-align: right;">(b) (4)</td> </tr> </table> <p>A. Issued to reflect a CPI escalation, as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Base (CPI-W-U.S. City Avg)</td> <td style="width: 10%;">September</td> <td style="width: 10%;">2013</td> <td style="width: 40%; text-align: right;">230.537</td> </tr> <tr> <td>Corresponding Index</td> <td>September</td> <td>2014</td> <td style="text-align: right;">234.17</td> </tr> <tr> <td>Base Operating Cost Per Lease</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>% Increase in CPI-W</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Annual Increase In Operating Cost</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> <tr> <td>Less Previous Escalation Paid</td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Annual Increase In Operating Cost Due Lessor</td> <td></td> <td></td> <td style="text-align: right;">(b) (4)</td> </tr> </table> <p>New Information</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Annual Rent</td> <td style="width: 20%; text-align: right;">\$46,551,882.00</td> </tr> <tr> <td>Operating Cost</td> <td style="text-align: right;">(b) (4)</td> </tr> </table> <p>B. The annual rent shall increase by</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Effective</td> <td style="width: 20%; text-align: right;">\$109,607.19</td> </tr> <tr> <td>New Annual Rent</td> <td style="text-align: right;">October 20, 2014</td> </tr> <tr> <td>Monthly Rent, in arrears</td> <td style="text-align: right;">\$46,551,882.00</td> </tr> <tr> <td></td> <td style="text-align: right;">\$3,879,323.50</td> </tr> </table> <p>This Lease Amendment contains one page.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the below date.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; vertical-align: top;"> FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____ </td> <td style="width: 60%; vertical-align: top;"> FOR THE GOVERNMENT: <div style="background-color: black; color: red; text-align: center; padding: 2px;">(b) (6)</div> Signature: _____ Name: <u>Gleanita W. Jones</u> Title: Lease Contracting Officer GSA, Public Buildings Service Date: <u>12/4/2014</u> </td> </tr> </table> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>			Annual Rent	\$46,442,274.81	Operating Cost	(b) (4)	Base (CPI-W-U.S. City Avg)	September	2013	230.537	Corresponding Index	September	2014	234.17	Base Operating Cost Per Lease			(b) (4)	% Increase in CPI-W			(b) (4)	Annual Increase In Operating Cost			(b) (4)	Less Previous Escalation Paid			\$0.00	Annual Increase In Operating Cost Due Lessor			(b) (4)	Annual Rent	\$46,551,882.00	Operating Cost	(b) (4)	Effective	\$109,607.19	New Annual Rent	October 20, 2014	Monthly Rent, in arrears	\$46,551,882.00		\$3,879,323.50	FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: <div style="background-color: black; color: red; text-align: center; padding: 2px;">(b) (6)</div> Signature: _____ Name: <u>Gleanita W. Jones</u> Title: Lease Contracting Officer GSA, Public Buildings Service Date: <u>12/4/2014</u>
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 51 TO LEASE NO. GS-11B-01477	DATE
ADDRESS OF PREMISES 1200 New Jersey Avenue, SE Washington, DC 20003		
THIS AGREEMENT, made and entered into this date by and between JBG/Federal Center, L.L.C. whose address is JBG/Federal Center, L.L.C. c/o The JBG Companies 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-4641		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u> , as follows:		
This Supplemental Lease Agreement (SLA) is issued to reflect the annual rent bump effective October 20, 2014 through October 19, 2015 in accordance with the Service Agreement Base Rate and Space Lease Rate for Lease Year 9 as set forth in Article I of the lease. Effective October 20, 2014, the Government shall pay the Lessor annual rent in the amount of \$47,469,882 ((\$29.14 per RSF [Space Lease Rate 9] - \$28.57/RSF [Space Lease Rate Year 8] = \$0.57/RSF; \$5.16 per RSF [Service Agreement Base Rent 9] - \$5.05/RSF [Service Agreement Base Rent Year 8] = \$0.11)(\$0.68 x 1,350,000 RSF = \$918,000.00 annual increase + \$46,551,882.00 current annual rent))		
This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.		
All other terms and conditions of the lease shall remain in full force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
Lessor: JBG/Federal Center, L.L.C. BY: JBG/SEFC Investor, L.L.C., its sole member BY: JBG/Company Manager, L.L.C., its Operating Member BY: _____ <div style="text-align: center; margin-left: 100px;">(Signature)</div> <div style="text-align: center; margin-right: 100px;">(Typed Name & Title)</div>		
IN THE PRESENCE OF (witnessed by): _____ <div style="text-align: center; margin-left: 100px;">(Signature)</div> <div style="text-align: center; margin-right: 100px;">(Address)</div>		
UNITED STATES OF AMERICA: <div style="background-color: black; color: red; padding: 5px; display: inline-block;">(b) (6)</div>		
BY _____ <div style="text-align: center; margin-left: 100px;">(Signature)</div>		Contracting Officer, GSA, NCR, REAG <div style="text-align: center; margin-left: 100px;">(Official Title)</div>

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">52</td> </tr> <tr> <td style="width: 30%;">TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LDC01477</td> </tr> <tr> <td>PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		52	TO LEASE NUMBER	LDC01477		PDN NUMBER	NA	
LEASE AMENDMENT NUMBER		52								
TO LEASE NUMBER	LDC01477									
PDN NUMBER	NA									

ADDRESS OF PREMISES
 1200 New Jersey Ave
 1200 New Jersey Ave, SE
 Washington, DC 20003

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is:

JBG Federal Center LLC
 4445 Willard Avenue, Suite 400
 Chevey Chase, MD 20815-3690

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	2nd HALF 15	\$49,847.12
Government Share		100.00%
Amount Due for Current Year		\$49,847.12

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$49,847.12**

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: Signature: (b) (6) _____ Name: <u>Glenita W. Jones</u> Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u> Date: <u>6/30/2015</u>
--	--

WITNESSED FOR THE LESSOR BY:

 Signature: _____
 Name: _____
 Title: _____
 Date: _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">LEASE AMENDMENT NUMBER</td> <td style="text-align: center;">53</td> </tr> <tr> <td>TO LEASE NUMBER</td> <td colspan="2" style="text-align: center;">LDC01477</td> </tr> <tr> <td>PDN NUMBER</td> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	LEASE AMENDMENT NUMBER		53	TO LEASE NUMBER	LDC01477		PDN NUMBER	NA	
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PDN NUMBER	NA									

ADDRESS OF PREMISES
 1200 New Jersey Ave
 1200 New Jersey Ave, SE
 Washington, DC 20003

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is:

JBG Federal Center LLC
 4445 Willard Avenue, Suite 400
 Chevey Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:

COMPARISON YEAR	1st Half 15	\$5,910,987.04
Government Share		100.00%
Amount Due for Current Year		\$5,910,987.04

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$5,910,987.04**.

The allocation of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. Although the Government is hereby remitting a payment for the full amount of taxes submitted for the stated period, upon resolution of the matter, a credit adjustment shall be made against this and all previous tax billings under the lease agreement.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

<p>FOR THE LESSOR:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: (b) (6) _____</p> <p>Name: <u>Kevin M. Terry</u></p> <p>Title: <u>Lease Contracting Officer</u></p> <p style="text-align: center;"><u>GSA, Public Buildings Service</u></p> <p>Date: <u>June 2, 2015</u></p>
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	54 LDC01477 NA
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ADDRESS OF PREMISES
 1200 New Jersey Avenue
 1200 New Jersey Avenue, SE
 Washington, DC 20003-3310

THIS AMENDMENT is made and entered into between **JBG Federal Center LLC**
 whose address is: **4445 Willard Avenue**
Suite 400
Chevy Chase, MD 20815-3690

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Current Information:

Annual Rent	\$47,469,882.00
Operating Cost	(b) (4)

A. Issued to reflect a CPI escalation, as follows:

Base (CPI-W-U.S. City Avg)	September	2013	230.537
Corresponding Index	September	2014	234.17
Base Operating Cost Per LA 40 (FY14 CPI)			(b) (4)
% Increase in CPI-W			(b) (4)
Annual Increase In Operating Cost			(b) (4)
Less Previous Escalation Paid			\$0.00
Annual Increase In Operating Cost Due Lessor			(b) (4)
Less Previous Escalation Per LA 50			\$109,607.19
Additional Increase Due			\$630.36

New Information

Annual Rent	\$47,470,512.36
Operating Cost	(b) (4)

B. The annual rent shall increase by an additional \$630.36
 Effective October 20, 2014
 New Annual Rent \$47,470,512.36
 Monthly Rent, in arrears \$3,955,876.03

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	FOR THE GOVERNMENT: Signature: (b) (6) Name: <u>Henita W. Jones</u> Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u> Date: <u>10/1/2015</u>
--	---

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER PDN NUMBER	55 LDC01477 NA																												
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<p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>																														

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
2015 REAL ESTATE TAX ANALYSIS**

**ADMINISTRATIVE
ACTION NO. 57**

DATE

March 01, 2016

LEASE NO. GS -11B-01477

ADDRESS OF PREMISES: 1200 New Jersey Ave, SE, Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is hereby issued to memorialize a semi-annual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Comparison Year	04/01/15 – 9/30/15	\$5,910,987.04
Base Year		None
Increase		\$5,910,987.04
Percentage of Gov't. Occupancy		96.14%
Amount due to Lessor		\$5,682,822.94

Comparison Year	10/01/14 – 3/31/15	\$5,910,987.04
Base Year		None
Increase		\$5,910,987.04
Percentage of Gov't. Occupancy		96.14%
Amount due to Lessor		\$5,682,822.94
What was Paid under LA 53		\$5,910,987.04
Credit Due GSA		(\$228,164.10)
Total Due Lessor		\$5,454,658.84

The Lessor is entitled to a one-time lump sum payment in the amount of **\$5,454,658.84** payable with the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC
4445 Willard Avenue, Suite No. 400
Chevy Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property Tax Bill for Tax Year 2015 which reflects its calculation of the Government's prorata share at ninety-six and fourteen one hundredths percent (96.14%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Syreeta Postell, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

(b) (6)

BY _____
(Signature)

Contracting Officer, GSA, NCR, PBS
(Official title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE 2015 REAL ESTATE TAX ANALYSIS	ADMINISTRATIVE ACTION NO. 58	DATE <i>March 1, 2016</i>															
LEASE NO. GS -118-01477																	
ADDRESS OF PREMISES: 1200 New Jersey Ave, SE Washington, DC 20003																	
<p>THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is hereby issued to memorialize a semi-annual, lump sum reimbursement to the Lessor for Real Estate ("BID Assessments") Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time) and has submitted evidence of payment of taxes and other supporting documentation.</p> <p>This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Comparison Year</td> <td style="width: 35%;">10/01/15 – 3/31/16</td> <td style="width: 30%; text-align: right;">\$49,847.12</td> </tr> <tr> <td>Base Year</td> <td></td> <td style="text-align: right;">None</td> </tr> <tr> <td>Increase</td> <td></td> <td style="text-align: right;">\$49,847.12</td> </tr> <tr> <td>Percentage of Gov't. Occupancy</td> <td></td> <td style="text-align: right;">100%</td> </tr> <tr> <td>Amount due to Lessor</td> <td></td> <td style="text-align: right;">\$49,847.12</td> </tr> </table>			Comparison Year	10/01/15 – 3/31/16	\$49,847.12	Base Year		None	Increase		\$49,847.12	Percentage of Gov't. Occupancy		100%	Amount due to Lessor		\$49,847.12
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Base Year		None															
Increase		\$49,847.12															
Percentage of Gov't. Occupancy		100%															
Amount due to Lessor		\$49,847.12															
<p>The Lessor is entitled to a one-time lump sum payment in the amount of \$49,847.12 payable with the next rent payment. The Lessor is responsible for notifying the Government of any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:</p> <p style="text-align: center;">JBG Federal Center LLC 4445 Willard Avenue Suite 400 Chevy Chase, MD 20815-3690</p> <p>The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the Real Property BID Bill for the First half Tax Year 2016, which reflects its calculation of the Government's prorate share at One Hundred percent (100%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.</p> <p>This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.</p> <p>This Administrative Action was completed by the Budget Analyst, Syreeta Postell, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.</p>																	
<p>In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.</p>																	
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: bottom;"> <div style="background-color: black; color: red; padding: 2px; display: inline-block;">(b) (6)</div> BY _____ <div style="text-align: center;">(Signature)</div> </td> <td style="width: 50%; vertical-align: bottom;"> Contracting Officer, GSA, NCR, PBS _____ <div style="text-align: center;">(Official title)</div> </td> </tr> </table>			<div style="background-color: black; color: red; padding: 2px; display: inline-block;">(b) (6)</div> BY _____ <div style="text-align: center;">(Signature)</div>	Contracting Officer, GSA, NCR, PBS _____ <div style="text-align: center;">(Official title)</div>													
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**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
2015 REAL ESTATE TAX ANALYSIS**

**ADMINISTRATIVE
ACTION NO. 59**

DATE

May 23, 2016

LEASE NO. GS -11P-LDC01477

ADDRESS OF PREMISES:

1200 New Jersey Ave
1200 New Jersey Ave, SE
Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is issued to memorialize a semi-annual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time,) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Comparison Year	10/01/15 – 3/31/16	\$6,084,479.11
Base Year		None
Increase		\$6,084,479.11
Percentage of Gov't. Occupancy		96.14%
Amount due to Lessor		\$5,849,618.22

The Lessor is entitled to a one-time lump sum payment in the amount of \$5,849,618.22 payable with the next rent payment. The Lessor is responsible for notifying the Government any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC
4445 Willard Avenue
Suite 400
Chevey Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property Bill for First half Tax Year 2016 which reflects its calculation of the Government's prorate share at Ninety-six and fourteen one hundredths percent (96.14%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.

BY (b) (6)

(Signature)

Contracting Officer, GSA, NCR, PBS
(Official title)

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
REAL ESTATE TAX ANALYSIS**

**ADMINISTRATIVE
ACTION NO. 61**

DATE

June 1, 2016

LEASE NO. GS -11P-LDC01477

ADDRESS OF PREMISES:

1200 New Jersey Ave
1200 New Jersey Ave, SE
Washington, DC 20003

THIS ADMINISTRATIVE ACTION implements section 2.6 Taxes of the Lease and is issued to memorialize an semi-annual, lump sum reimbursement to the Lessor for Real Estate Taxes in accordance with the terms thereof. The Lessor has submitted a timely invoice in accordance with the terms of the Lease (as it may have been amended from time to time,) and has submitted evidence of payment of taxes and other supporting documentation.

This unilateral Administrative Action is issued to memorialize payment of the Government's share of real estate tax increases as calculated herein, based on the information submitted by the Lessor and based on the Lessor's certified invoice, as follows:

Proposed Assessment (Tax Year FY15)	\$673,800,470.00
Assessment Results after Appeal	\$639,349,950.00
Tax Savings	\$34,450,520.00
Tax Savings times 1.85/100	\$637,334.62
Amount Due Lessor (7.5% Fee)	\$47,800.10
Fee capped at \$20,000	\$20,000.00
Government percentage of Occupancy	96.14%
Amount Due to Lessor	\$19,228.00

The Lessor is entitled to a one-time lump sum payment in the amount of **\$19,228.00** payable with the next rent payment. The Lessor is responsible for notifying the Government any changes in contact or payment information. The most recent information on record shows that Rent is currently payable to:

JBG Federal Center LLC
4445 Willard Avenue
Suite 400
Chevey Chase, MD 20815-3690

The allocations of tax pass-through to the Government under the terms of the lease are currently the subject of disagreement between Lessor and Tenant. The Government is hereby remitting a payment for the balance of the Real Property BID Bill for First half Tax Year 2016 which reflects its calculation of the Government's prorate share at One Hundred percent (100%). Upon resolution of the matter, an adjustment may be made as necessary against this and all previous tax billings under the lease agreement.

This Administrative Action is not an amendment to the lease. All terms and conditions of the lease remain in full force and effect.

This Administrative Action was completed by the Budget Analyst, Alycia Bethea, who calculated the above payment amount that is due. The Lessor is solely responsible for the accuracy of the information that it submits and for compliance with the requirements of the Tax Clause of the lease, including the responsibility to identify for the Government the correct year and amount to be used as the "base year" under the terms of the lease. The Government reserves the right to make adjustments to this payment should the payment later be found to contain errors in calculation or to be based upon inaccurate assumptions or incorrect data.

In addition, the Government Contracting Officer (CO) has subscribed his or her name as of the above date solely for the purpose of authorizing payment as calculated herein by the Budget Analyst. The CO's signature is not evidence that the CO has investigated the accuracy of the calculations or of the information provided by the Lessor.